

*h Great Brit. Geo III.
Read 1 May 1767 in Lords*

Enacted 7 Geo. III. Private Acts, c 103.

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Sale of divers Messuages, Farms, Lands, and Tenements, in the County of *Essex*, intailed by the Will of Doctor *John Bamber*, deceased ; and for laying out the Money arising by such Sale in the Purchase of other Lands and Hereditaments, to be settled in lieu thereof to the like Uses.



Whereas *John Bamber*, late of *Barking*, in the County of *Essex*, Doctor of Physick, deceased, made his last Will and Testament in Writing, bearing Date the Ninth Day of *November* One thousand Seven hundred and Forty-nine, and thereby gave and devised all that his Manor or Farm called *Wythefield*, otherwise *Wythfield*, otherwise *Wyfiled*, which he purchased of Mr. *John Brewster*,

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Brewster, with the Messuages, Lands, Grounds, Hereditaments, and Appurtenances thereto belonging or therewith used, situate, lying, and being in the Townships, Parishes, Precincts, or Territories of *Great Ilford*, *Barking*, and *Wanstead*, or some or One of them, in the County of *Essex*, then late in the Tenure or Occupation of *Edward Bigsby*, and then of *Smart* or his Assigns; and also all those his Messuages, Farms, Lands, Tenements, and Hereditaments, with the Appurtenances, situate, lying, and being in the Parish of *Barking* aforesaid, commonly called *Little Gerys*, *Fulham Hatch*, and *Bowlings*, and then or late in the several Tenures or Occupations of *Joseph King* and *Joseph Stone*, unto his the said Testator's Daughter *Frances Jones*, Wife of *Walter Jones*, of *London*, Surgeon, during her Life; and after her Decease, unto the said *Walter Jones*, during his Life; and after the Decease of the Survivor of them the said *Frances Jones* and *Walter Jones*, to the First and every other Son of the said *Frances Jones* successively in Tail Male; and in Default of such Issue, unto and amongst all and every the Daughter and Daughters of the said *Frances Jones*, as Tenants in common, and to the Heirs of their respective Bodies; and in Default of such Issue, unto his the said Testator's Grandson *Bamber Gascoyne* for his Life, without Impeachment of or for any other than voluntary Waste; and after his Decease, unto his First and every other Son successively in Tail Male; Remainder to the said Testator's Grandson *Joseph Gascoyne* for his Life, without Impeachment of or for any other than voluntary Waste; and after the Decease of the said *Joseph Gascoyne*, unto his First and every other Son successively in Tail Male; and in Default of such Issue, unto and equally amongst all and every the Daughter and Daughters of the said *Bamber Gascoyne*, as Tenants in common, and the Heirs of their respective Bodies; and in Default of such Issue, unto and equally amongst all and every the Daughter and Daughters of the said *Joseph Gascoyne*, as Tenants in common, and to the Heirs of their respective Bodies; and in Default of such Issue, unto the Testator's Grand-daughter *Anne Fanshawe*, since deceased, and *Margaret Gascoyne*, now the Wife of *James Vernon*, Esquire, equally between them, as Tenants in common, and to their respective Heirs and Assigns for ever; in which said recited Will is contained a Power for the said *Bamber Gascoyne*, *Joseph Gascoyne*, *Frances Jones*, *Walter Jones*,

Jones, and all and every of them respectively when in the actual Possession of the Premises herein before mentioned to be thereby to them respectively devised, to make Leases thereof for any Term not exceeding Twenty-one Years, at the improved Rent, without taking Fines; and also a Power for the said *Bamber Gascoyne* and *Joseph Gascoyne* respectively, when in Possession of the Premises thereby to them devised, to grant, limit, or appoint to any Woman or Women whom they should respectively marry, any Annuity or Annuities, Rent-charge or Rent-charges, to be issuing out of the said Premises, payable to such Wives respectively for their respective Lives, for their Jointures and in Bar of Dower, so as such Annuity or Rent-charge should not exceed One Third Part of the Rental or annual Value of the Premises out of which the same was to issue, and so as the same should be so granted, settled, limited, or appointed, or articulated or agreed so to be before Marriage; and also a Power for the said *Bamber Gascoyne* and *Joseph Gascoyne* respectively, when in the actual Possession of all or any of the Premises thereby devised to them respectively as aforesaid, by any Deed or Writing under their respective Hands and Seals, duly executed and attested by Two or more Witnesses, to charge the same Premises, or any Part thereof, with the Payment of any Sum or Sums of Money for the Portion or Portions of their respective Daughter or Daughters in case of Failure of Issue Male of the Bodies of the said *Bamber Gascoyne* and *Joseph Gascoyne* respectively, to be raised and paid in such Manner as in such Deeds shall be expressed; so that the Whole to be so charged by either of them respectively should not exceed the Sum of Three thousand Pounds, nor the Portion of any one such Daughters the Sum of Two thousand Pounds:

And whereas the said *Frances Jones* is since dead without Issue; and the said *Bamber Gascoyne* hath Issue Four Sons and One Daughter, who are all Infants; and the said *Joseph Gascoyne* hath Issue Four Sons and One Daughter, who are likewise all Infants; and the said *Ann Fanshawe* is dead, leaving Issue by *Thomas Fanshawe*, Esquire, her Husband, One Son and Two Daughters, who are also all Infants, and which said Son is now become her Heir at Law; and the said *Margaret Vernon* hath no Issue:

And

And whereas the Manor or Farm, Messuages, Lands, Tenements, Hereditaments, and Premises, herein before particularly mentioned, and so given and devised by the said Will as aforesaid, are let at the yearly Rent of Two hundred and Twenty-four Pounds in the Whole; and the clear yearly Income thereof, after the Taxes and other ordinary Outgoings are deducted, do not *communibus annis*, or at an Average, amount to the yearly Sum of Two hundred Pounds:

And whereas a fair Prospect and Opportunity hath offered for selling and disposing of the said Manor or Farm, Messuages, Lands, Tenements, Hereditaments, and Premises, herein before mentioned to be devised by the said Will as aforesaid; and the said *Walter Jones*, *Bamber Gascoyne*, *Joseph Gascoyne*, *Thomas Fanshawe*, and *James Vernon* and *Margaret* his Wife, do apprehend and are satisfied that it would be greatly for the Benefit of all the Persons intitled to the said Premises under the Limitations of the said Will, that such Sale and Disposition should be made, and that the Money arising by Sale thereof should be laid out in the Purchase of other Messuages, Farms, Lands, and Hereditaments, to be substituted and settled in lieu and stead thereof, to, for, and upon, and subject to such and the same Uses, Trusts, Powers, Provisoos, Declarations, and Agreements as in and by the said Will are devised, limited, and declared, or such and so many of them as are now existing, undetermined, or capable of taking Effect, by which means a much better Income might be produced for the Benefit of the Persons intitled to the Premises under the said Will for the Time being; **But** as such Sale and Disposition cannot be made and effected by reason of the Limitations contained in the said Will, and the Infancy and Minority of the said several Children claiming and intitled under the same, without the Aid and Authority of an Act of Parliament:

Therefore Your MAJESTY's most dutiful and loyal Subjects the said *Bamber Gascoyne* and *Joseph Gascoyne*, for themselves and on the Behalf of their said Infant Children, and the said *Walter Jones* for himself, and the said *Thomas Fanshawe*, Esquire, for and on the Behalf of his Infant Son, and the said *James Vernon* and *Margaret* his Wife,

Do most humbly beseech Your MAJESTY,

That it may be **Enacted**; And be it **Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Manor or Farm called *Wythefield*, otherwise *Wyfield*, with the Messuage or Tenement, and the Fields, Lands, and Grounds thereunto belonging or appertaining, or used or enjoyed therewith, now or heretofore called or known by the several Names of the *Stable Hoppet*, the *Lower Hoppet*, the *Upper Hoppet*, the *Ten Acre Field*, the *Meadow*, *Sunny Field*, *Sandy Pit Field*, *First Golden Field*, *Second Golden Field*, *First Wildern Field*, *Second Wildern Field*, *Third Wildern Field*, the *Slipe*, the *Holly Bush Field*, and the *Great Field* next *Ley Street*, and containing together by Estimation Two hundred and Two Acres or thereabouts (all which said Messuage, Farm, Lands, and Premises are situate, lying, and being in the Townships, Parishes, Precincts, or Territories of *Great Ilford*, *Barking*, and *Wanstead*, or some or One of them, in the said County of *Essex*, and now are in the Tenure or Occupation of *Charles Raymond*, Esquire, his Assigns or Undertenants, and for which he pays the yearly Rent of One hundred Pounds); and also all that Messuage or Tenement and Farm commonly called *Little Gery's*, with the Lands, Fields, and Grounds thereunto belonging or appertaining, or therewith let, used, or enjoyed, now or heretofore called or known by the several Names of the *Barn Field*, *Beldrum Grove*, *Small Gains*, *Frost Mead*, the *Eight Acre Field*, *Spring Pond Field*, *Fair Close*, *Gery's Mead*, *Great Gery's Field*, the *Woodland Field*, and the Field by *Buntin's Bridge*, and containing together by Estimation Ninety-two Acres or thereabouts (all which said last-mentioned Messuage, or Farm, Lands, and Grounds are situate, lying, and being in the Parish of *Barking* aforesaid, in the said County of *Essex*, and now are in the Tenure or Occupation of *William Blake*, his Assigns or Undertenants, and for which he pays the yearly Rent of Seventy Pounds); and also all that Messuage or Tenement and Farm commonly called or known by the Name of *Fulham Hatch* and *Bowlings*, otherwise *Brownings*, with the Fields, Lands, and Grounds thereunto belonging or appertaining, now or heretofore called by the several Names of the *Orchard and*
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Moat,

Moat the Home Field, the Barn Field, Sudbury Mead, the Further Field, the Middle Field, Grigg's Field, Long Mead, Ballard's Hoppets, Chappel Field, the Two Acre Field, the Three Acre Field, the Hoppet, the Acre Piece, and the Four Acre Piece, and containing together by Estimation Fifty-six Acres and an Half, or thereabouts (all which said last-mentioned Messuage or Tenement, Farm, Lands, and Grounds are situate, lying, and being in the Parish of Barking aforesaid, and now are in the Tenure or Occupation of Joseph Stone, his Assigns or Undertenants, and for which he pays the yearly Rent of Fifty-four Pounds); and all Houses, Out-houses, Edifices, Buildings, Stables, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Trees, Hedges, Ditches, Commons, Common of Pasture, Ways, Waters, Watercourses, Liberties, Privileges, Profits, Commodities, and Appurtenances whatsoever to the said Manor or Farm, Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises herein before-mentioned and described, belonging or in any-wise appertaining, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, shall, from and after the Tenth Day of June One thousand Seven hundred and Sixty-seven, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in Thomas Fanshawe, of Parslows, in the Parish of Dagenham, in the said County of Essex, Esquire, and John Strutt, of Tarling Place, in the same County of Essex, Esquire, their Heirs and Assigns, to the Use and Behoof of them the said Thomas Fanshawe and John Strutt, and their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated of, from, and against all and every the Uses, Estates, Trusts, Powers, Provisoes, and Limitations in and by the said recited Will of the said John Bamber limited, created, provided, and declared of and concerning the same Premises; but nevertheless upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Powers, Provisoes, Declarations, and Agreements herein after-mentioned, expressed, and declared; that is to say, upon Trust that they the said Thomas Fanshawe and John Strutt, and the Survivor of them, and the Heirs of such Survivor, do and shall with all convenient Speed, by and with the

Consent

Consent and Approbation of the said *Bamber Gascoyne* and *Joseph Gascoyne*, or the Survivor of them, to be signified in Writing under their or his Hands or Hand respectively, sell and dispose of the said Manor or Farm, Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises hereby vested in them as aforesaid, either intirely or in Parcels, unto any Person or Persons that shall be willing to become Purchaser or Purchasers thereof, or of any Part thereof, for the most Money and best Price and Prices that can be reasonably had or gotten for the same; and shall and do lay out, apply, and dispose of the Money arising and to be produced by such Sale or Sales in the Purchase of other Lands, Tenements, and Hereditaments in Fee-simple in Possession; and shall and do settle, convey, and assure the Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to such and the same Uses, Estates, Trusts, Powers, Provisoos, and Limitations, as in and by the said recited Will of the said *John Bamber* are limited, devised, created, provided, and declared of and concerning the Manor or Farm, Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises hereby vested to be sold as aforesaid, or such and so many of them as shall be then existing, undetermined, or capable of taking Effect.

And it is hereby further Enacted, by the Authority aforesaid, That in the mean time and until such Sale or Sales shall be made in pursuance of this Act as aforesaid, the said *Thomas Fanshawe* and *John Strutt*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Premises hereby vested in them as aforesaid to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken by and for the Benefit of such Person and Persons as would be intitled to and ought to hold, enjoy, and receive the same in case this Act had not been made.

And it is hereby further Enacted and Declared, That in the mean time from and after the Sale and Conveyance of the Premises hereby vested to be sold as aforesaid, or any Part thereof, and until the Money arising by such Sale shall be laid out in the Purchase of Lands, Tenements, and Hereditaments, pursuant to and for the Purposes of this Act, the same Money shall be paid into the Bank of *England*, in the Name and with
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the Privy of the Accountant-General of the Court of Chancery, to be placed to the Account there, *ex parte* the Purchaser or Purchasers, pursuant to the Method prescribed by the Statute of the Twelfth Year of King George the First, Chapter the Thirty-second, and the General Order of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of his late Majesty King George the Second, Chapter the Twenty-fourth; and shall and may on a Petition to be preferred to the Court of Chancery in a summary Way, by or on the Behalf of the Person who would for the Time being be intitled to the Rents and Profits of the Lands, Tenements, and Hereditaments, hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act, be ordered to be paid out of the Bank for the compleating of such Purchase or Purchases, in such Manner as the said Court shall think just and in that Case direct.

And it is hereby further Enacted and Declared, That in the mean time and until such Purchase or Purchases can be had and made the said Accountant-General shall, by Order of the said Court of Chancery, place out the Money so arising by the Sale of the said Premises hereby vested to be sold, or any Part thereof, in the Purchase of Four *per Centum* Bank Consolidated Annuities, and pay and apply the Interest, Dividends, and yearly Proceed arising and produced from the same unto such Person or Persons as would for the Time being be intitled to receive the yearly Rents and Profits of the Lands and Hereditaments hereby directed to be purchased as aforesaid, in case the same were purchased and settled pursuant to this Act.

And, for promoting and facilitating the Sale of the Premises hereby vested to be sold as aforesaid; **It it is hereby further Enacted and Declared,** That the Certificate or Certificates of the said Accountant-General under his Hand, shall from time to time be a good, sufficient, and effectual Discharge to the Purchaser and Purchasers of the Premises, or any Part thereof, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-Money for which such Certificate or Certificates shall respectively be given; and after such Certificate or Certificates such Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, shall

shall be, and he, she, and they respectively are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Mis-application, or Non-application of the said Purchase-Money, or any Part thereof.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Walter Jones*, and the said *Bamber Gascoyne* and *Joseph Gascoyne*, and their respective First and every other Son and Sons, and the Heirs Male of the several and respective Bodies of such Sons, and the Daughter and Daughters of the said *Bamber Gascoyne* and *Joseph Gascoyne* respectively, and the Heirs of the respective Bodies of such Daughter and Daughters, and also the Heirs of the said *Ann Fanshawe*, deceased, and the said *Margaret Vernon*, and her Heirs, and all and every other Person and Persons claiming or to claim any Use, Trust, Estate, Right, Title, or Interest, Benefit, or Advantage, of, in, to, or out of the Manor or Farm, Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises vested by this Act, or any Part thereof, by virtue of the said Will of the said *John Bamber*) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, of, in, to, or out of the same Manor or Farm, Messuages, Lands, Grounds, Tenements, Hereditaments, and Premises, or any Part or Parcel thereof, as they, every or any of them, had before the Passing of this Act, or could or might have had or enjoyed, or been intitled to, if this Act had not been made.

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Sale of divers Messuages, Farms, Lands,
and Tenements, in the County of *Essex*,
intailed by the Will of Doctor *John*
Bamber, deceased; and for laying out
the Money arising by such Sale in the
Purchase of other Lands and Heredi-
taments, to be settled in lieu thereof
to the like Uses.

[1767. J

Not Justice

